

State of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases

**RIVIP BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - BIDDER INFORMATION**

*Bidder must be registered as a vendor on the RIVIP system at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) to submit a bid proposal.*

**Solicitation Number:** 7550025  
**Solicitation Title:** RI CONTRACT #2015-CH-092 TYPE 2 EMERGENCY REPAIRS TO RTE 7 SLOPE STABILITY,BURRILLVILLE(27 PGS&ZIP)  
**Bid Proposal Submission Deadline Date & Time:** 11/13/2015 1:00 PM  
**RIVIP Vendor ID #:** 66999  
**Bidder Name:** New England Building & Bridge Co. Inc.  
**Address:** 19 B Lark Industrial  
Parkway  
Greenville , RI 02878  
USA  
**Telephone:** 401-830-5774  
**Fax:** 401-830-5776  
**Contact Name:** Peter Donatelli  
**Contact Title:** President  
**Contact Email:** Pdonatelli@nebbco.com

**SECTION 2 —DISCLOSURES**

**Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

*Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.*

- N   1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N   2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N   3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

- N   4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

*Disclosure details (continue on additional sheet if necessary):*

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### SECTION 3 —CERTIFICATIONS

**Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

*Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.*

**THE BIDDER CERTIFIES THAT:**

- Y   1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- Y   2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
- Y   3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
- Y   4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- Y   5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
- Y   6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- Y   7. The Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y   8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.

[illegible]

**Submission by the Bidder of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Bidder certifies that: (1) the Bidder has reviewed this solicitation and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this Bidder Certification Cover Form) is accurate and complete. The Bidder acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Bidder pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this bid proposal and has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.**

## BIDDER

**Date:** November 13, 2015

New England Building & Bridge Co., Inc.  
Name of Bidder

Signature in ink  
Peter Donatelli, President

Printed name and title of person signing on behalf of Bidder



## INVITATION TO BID

**SOLICITATION TITLE:** 2015-CH-092 TYPE 2 EMERGENCY REPAIRS TO ROUTE 7 SLOPE STABILITY, BURRILLVILLE

**SOLICITATION NUMBER:** 7550025

**BID PROPOSAL SUBMISSION DEADLINE:** November 13, 2015 at 1:00 PM

**PREBID CONFERENCE**

☐ NONMANDATORY

N/A

☐ **MANDATORY** → Bidder must attend the mandatory prebid conference. The bidder's representative must register with the Division of Purchases at the mandatory prebid conference and identify the bidder he or she represents.

**Location:** Street Address, Floor #, Room #, etc.  
**Date:** Click here to enter a date.  
**Time:** 00:00 Choose an item.

**QUESTIONS** about this solicitation must be emailed and received by the Division of Purchases at Buyer Email Address. no later than Click here to enter a date., 5:00 PM, in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) as an addendum to this solicitation

**BID BOND REQUIRED:** ☐ NO  
☒ YES

**PAYMENT AND PERFORMANCE BOND REQUIRED:** ☐ NO  
☒ YES

**SPECIFICATIONS AND PLANS:** ☐ NO  
☒ YES → See Electronic Solicitation Bidding Information.  
Click on the online active "D" link in the "info" column.

Continued onto next page



## INVITATION TO BID

**SOLICITATION TITLE:** 2015-CH-092 TYPE 2 EMERGENCY REPAIRS TO ROUTE 7 SLOPE STABILITY, BURRILLVILLE  
**SOLICITATION NUMBER:** 7550025  
**BID PROPOSAL SUBMISSION DEADLINE:** November 13, 2015 at 1:00 PM

**RIVIP REGISTRATION:** Bidders must be registered vendors through the online Division of Purchases Rhode Island Vendor Information Program at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). To register or update information, click on "Vendor Center," then "Vendor Information" from the dropdown menu on the left.

**BIDDER CERTIFICATION COVER FORM:** Bidders must download (obtainable at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)), complete, and submit a Bidder Certification Cover Form with each bid proposal.

The State of Rhode Island through its, Department of Administration, Division of Purchases, is soliciting bid proposals to perform the work described in the plans and specifications dated Click here to enter a date. For the Project in accordance with this solicitation.

Bidders are invited to submit bid proposals to the Division of Purchases by the bid proposal submission deadline.

This solicitation contains, and is subject to the terms and conditions of, the Invitation to Bid, Instructions to Bidders, Bid Preparation Checklist (with applicable forms), Agreement, General Conditions, any Supplemental Conditions, Specifications and Plans, Bidder Certification Cover Form, and Bid Form. The solicitation is available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

The award of the contract pursuant to this solicitation will be made to the responsive and responsible bidder with the lowest bid price. *The Division of Purchases reserves the right to waive any technicalities in the bid proposals, accept or reject any bid proposal, award a contract in the best interest of the State, or revoke any solicitation.*

**Continued onto next page**



## INVITATION TO BID

### Electronic Solicitation Bidding Information

#### **Downloading and Accessing Additional Electronic Solicitation Files**

Accessing electronic files on the purchasing website will require Adobe viewer. All bid solicitations that include a "D" in the "Info" column will require WinZip 8.1 software. The WinZip file may contain one or more files. These files may require additional software such as Microsoft Office.

Specifications that have a file for download are marked with a "D" in the "Info" field of the bid search results page located on the Purchasing website. The "D" will indicate an active link to the WinZip file until the bid reaches its opening date. Clicking on the active "D" link will allow you to open or save the WinZip file associated with the bid. Opening the WinZip file will offer you the option of saving to your local computer.

Once saved, you can open the WinZip file and view the files. The individual files can be saved to your computer in a location such as "Desktop" or "My Documents".

Buyer Name: Lisa Hill, Title: Chief Buyer

Solicitation #7550025

Solicitation Title: 2015-CH-092 Type 2 Emergency Repairs –  
Route 7 Slope Stability, Burrillville

## BID FORM

To: The State of Rhode Island Department of Administration  
Division of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill, Providence, RI 02908-5855

Bidder: New England Building & Bridge Co., Inc.  
Legal name of entity  
19-B Lark Industrial Parkway / Greenville, RI 02828  
Address (street/city/state/zip)  
Peter Donatelli PDonatelli@nebbco.com  
Contact name Contact email  
401-830-5774 401-830-5776  
Contact telephone Contact fax

### 1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda*):

\$ 256,650.00

(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

Two Hundred Fifty-Six Thousand Six Hundred and Fifty Dollars and zero cents

(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

- Bonds

The Base Bid Price **includes** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

- Addenda

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price **includes** the costs of any modifications required by the Addenda.

Solicitation #7550025

Solicitation Title: 2015-CH-092 Type 2 Emergency Repairs –  
Route 7 Slope Stability, Burrillville

*All Addenda must be acknowledged.*

Addendum No. 1 dated: November 5, 2015

Addendum No. 2 dated: \_\_\_\_\_

Addendum No. 3 dated: \_\_\_\_\_

Addendum No. 4 dated: \_\_\_\_\_

Addendum No. 5 dated: \_\_\_\_\_

Addendum No. 6 dated: \_\_\_\_\_

- **ADDITIONAL REQUIRED FORMS (All Forms Included in Attachments)**  
Besides the *RIVIP Bidder Certification Cover Sheet* (as required at the State level and obtained through the RIVIP website), RIDOT also requires that the following **FIVE (5) FORMS** be completed and included in your submission package in line with federal regulations and departmental policy. These FORMS will be reviewed for completeness and at the point of award will be made part of contract document.
- **W-9 FORM:** Must be completed and signed by authorized agent of your Firm. **Form may be downloaded @ [www.purchasing.ri.gov](http://www.purchasing.ri.gov).**
- **CERTIFICATION FOR TITLE VI ASSURANCE:** Shall be fully-completed and submitted accordingly.
- **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS:** Shall be fully-completed and submitted accordingly.
- **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – LOWER TIER COVERED TRANSACTIONS:** Shall be fully-completed and submitted accordingly.
- **ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT:** Shall be fully-completed and submitted accordingly.

**Required Contract Provisions** - The attention of prospective bidders is called to the fact that this project is to be bid upon and the contract executed under the rules and regulations for carrying out the provisions of the Federal-Aid Highway Act, subject to all appropriate Federal Laws, including Title VI of the Civil Rights Act of 1964, as amended and



Solicitation #7550025

Solicitation Title: 2015-CH-092 Type 2 Emergency Repairs –  
Route 7 Slope Stability, Burrillville

supplemented, and the required provisions for Federal - Aid Contracts, as provided for in Chapters 85, 86 and 88 of the Public Laws of Rhode Island, 1960.

Wages of labor on Federal -Aid Highway Projects - the prevailing rate of wages for laborers and mechanics employed by contractors or subcontractors on the initial construction of highway projects on the Federal - Aid Highway System, authorized under the Federal Highway Act of 1968, shall be paid wages at rates not less than those prevailing on the same type of work on similar construction in the immediate locality as determined by the United States Secretary of Labor, in accordance with the Act of August 30, 1935, known as the Davis - Bacon Act, under Decision Nos. 1 through 6 as applicable.

Prevailing wage rates and Davis - Bacon Wage Determination Reference Materials are available online at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). It is advisable to print only the pages applicable to this bid; the rates active on the Rhode Island Vendor Information Program's bid solicitation date for this project are applicable for the duration of the contract resulting from this bid.

Work Hours Act of 1962 - This contract is subject to Work Hours Act of 1962, Public Law 87-581 and implementing regulations.

2. **ALTERNATES** (Additions/Subtractions to Base Bid Price) N/A

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.

Check "Add" or "Subtract."

\_\_\_\_ Add \_\_\_\_ Subtract

\$

(amount in figures printed electronically, typed, or handwritten legibly in ink)

(amount in words printed electronically, typed, or handwritten legibly in ink)

Solicitation #7550025

Solicitation Title: 2015-CH-092 Type 2 Emergency Repairs –  
Route 7 Slope Stability, Burrillville

**3. UNIT PRICES**

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include all costs, including labor, materials, services, regulatory compliance, overhead, and profit.

Unit Price No. 1: \_\_\_\_\_ n/a \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price No. 2: \_\_\_\_\_ n/a \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price No. 3: \_\_\_\_\_ n/a \_\_\_\_\_ \$ \_\_\_\_\_

**4. CONTRACT TIME**

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of construction: upon NTP
- Substantial completion: \_\_\_\_\_
- Final completion: December 31, 2015

**5. LIQUIDATED DAMAGES**

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State in accordance with State of Rhode Island Procurement Regulation 12.108.08.

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**This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.**

Solicitation #7550025

Solicitation Title: 2015-CH-092 Type 2 Emergency Repairs --  
Route 7 Slope Stability, Burrillville

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

**BIDDER**

**Date:** November 13, 2015

New England Building & Bridge Co., Inc.

Name of Bidder

Signature in ink

Peter Donatelli, President

Printed name and title of person signing on behalf of Bidder

# 35685

Bidder's Contractor Registration Number



State of Rhode Island Department of Administration  
Division of Purchases

**RHODE ISLAND DEPARTMENT OF TRANSPORTATION**

**REVISED**  
**November 20, 2013**

**NOTICE TO VENDORS**

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.

To comply with this requirement, *in addition to* the Quest Lite compatible electronic copy and one hard copy, bid proposals for *highway and bridge public works projects* must also include a duplicate original of the Quest Lite compatible electronic copy on a *read-only* CD-R media disc as the "public copy."

The public copy disc must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information (all available from the Bidder Certification Cover Form): (1) title of solicitation; (2) name of bidder and RIVIP vendor ID number; (3) bid number; and (4) date of bid.

The public copy may redact any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.*

For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulations 5.11, 5.13, and 12.102.05 accessible at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).



Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue  
Cranston, RI 02920-4407

TTY:

Via RI Relay 711

STATE CONTRACT ADDENDUM

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

PREVAILING WAGE REQUIREMENTS  
(37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm](http://www.dlt.ri.gov/pw/Posters.htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

*An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.*

TTY via RI Relay 711



Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone; (401) 462-8000  
TTY; Via RI Relay 711

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journeyperson ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

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TTY via RI Relay 711



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Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

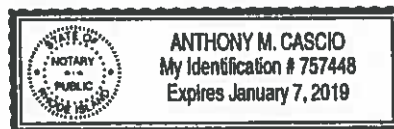
By: 

Title: President

Subscribed and sworn before me this 13<sup>th</sup> day of November 2015

  
Notary Public

My commission expires: 1/7/2019



*An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.*

*TTY via RI Relay 711*



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

**Department of Labor and Training**

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone: (401) 462-8000

**APPENDIX A**

**TITLE 37**  
**Public Property and Works**

**CHAPTER 37-13**  
**Labor and Payment of Debts by Contractors**

**SECTION 37-13-5**

**§ 37-13-5 Payment for trucking or materials furnished - Withholding of sums due.** -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.



**APPENDIX B**

**TITLE 37**

**Public Property and Works**

**CHAPTER 37-13**

**Labor and Payment of Debts by Contractors**

**SECTION 37-13-7**

**§ 37-13-7 Specification in contract of amount and frequency of payment of wages.**

-(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) ) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
DIVISION OF PURCHASES  
One Capitol Hill  
Providence, RI 02908-5855

Tel: (401) 574-8100  
Fax: (401) 574-8387  
Website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**DIVISION OF PURCHASES  
INSTRUCTIONS TO BIDDERS  
PUBLIC WORKS CONSTRUCTION (PWC)**

**Compliance with Instructions to Bidders**

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation.

Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of a nonresponsive bid proposal and/or the rejection of the bid proposal.

**Priority of Terms and Conditions**

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

**Offer to Contract**

Bid proposals constitute an offer to contract with the State of Rhode Island through the Department of Administration Division of Purchases on the terms and conditions contained in the solicitation, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)), and applicable federal and local law, all of which are incorporated into this solicitation and any contract awarded pursuant to this solicitation by this reference.

### **Comprehensive Review and Inspection**

The bidder is responsible for carefully reviewing all of the requirements of this solicitation, inspecting the project location, including checking and/or verifying measurements, site conditions, any limitations, and other details, prior to preparing and submitting its bid proposal. Failure to submit a complete bid proposal may result in rejection of the bid proposal. Claims for additional costs or time resulting from the bidder's failure to inspect and/or verify will not be considered.

### **Addenda**

Responses to questions from bidders, interpretations of plans and specifications, changes prior to the bid proposal submission deadline, approvals of any substitutions, and supplemental instructions and terms will be posted as addenda on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov), and all addenda become incorporated into this solicitation upon posting. Bidders are responsible for checking the website to determine the issuance of any addenda. No addenda will be posted within the 5-day period preceding the bid proposal submission deadline except for an addendum withdrawing the solicitation or extending the bid proposal submission deadline.

### **Prebid Conference**

At the discretion of the State Purchasing Agent, a prebid conference - mandatory or nonmandatory - may be held. Bidders must attend a mandatory prebid conference and are encouraged to attend a nonmandatory prebid conference. The bidder's representative must register with the Division of Purchases at a mandatory prebid conference and identify the bidder he or she represents.

### **Costs**

The bidder is responsible for all costs and expenses to develop and submit a bid proposal in response to this solicitation.

### **Preparation of Bid Proposal**

Bid proposals must be made on the Bid Form included in the solicitation and in accordance with the instructions in this solicitation. All applicable blanks must be completed in a legible manner, printed electronically, typed, or handwritten in ink, and amounts must be expressed in both words and figures. In the event of any contradictory terms, handwritten terms prevail over printed or typed terms, and words prevail over figures. Signatures must be in ink. No additional provisions, conditions, or limitations may be made by the bidder, and any erasures and/or corrections must be initialed in ink by the person signing on behalf of the bidder.

This solicitation contains a Bid Preparation Checklist to assist the bidder in preparing a bid proposal for submission.

### **Submission of Bid Proposal**

Each bid proposal (a complete package, with the signed Bidder Certification Cover Form, signed Bid Form, Bid Surety, IRS Form W-9, signed General Contractor Apprenticeship Certification, if applicable, and public copy CD-R media disk) must be submitted in a *separate sealed envelope* with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

*The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and date-stamped receipted by the date and time specified for the bid proposal submission deadline.* Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

Rhode Island Department of Administration  
Division of Purchases  
One Capitol Hill, Second Floor  
Providence, RI 02908-5855

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

### **Bid Price**

The bidder must submit a Base Bid Price on the Bid Form to perform all of the work specified in the solicitation, including the cost of the bonds and any allowances and addenda. The costs of alternates shall not be included in the calculation of the Base Bid Price. The bidder shall separately provide the cost for each alternate listed in the Bid Form. The cost for each alternate must be designated as an addition to, or subtraction from, the Base Bid Price. Alternates will be selected, if any, by the Division of Purchases in the order of priority listed in the Bid Form.

### **Bidder Certification Cover Form**

The bidder must download, complete, sign, and submit the Bidder Certification Cover Form for this solicitation as the first document with each bid proposal. The Bidder Certification Cover Form is downloadable with the solicitation from the Division of Purchases website by logging in as a RIVIP vendor and clicking on the applicable "Bid Number."

### **Public Copy**

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 et seq. Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act.

The public copy must be submitted in .pdf (portable document file) format on a **read-only** CD-R media disk. The disk must include **all of the documents** submitted in response to the solicitation concatenated or merged into one file.

The public copy disk must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Solicitation Title; (2) name of bidder and RIVIP vendor ID number; (3) Solicitation Number; and (4) bid proposal submission deadline.

The .pdf file must be named in the following manner:

SolicitationNumber\_Bid Proposal Submission Deadline\_BidderName\_VendorID.pdf

The bid proposal submission deadline must appear as mm-dd-yyyy. The bidder name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

**Example:** 7543210\_11-08-2013\_OceanStateCompanyInc\_9867.pdf

The public copy of each bid proposal will be posted on the Division of Purchases website.

*For Rhode Island Department of Transportation highway and bridge projects, in addition to the Quest Lite compatible electronic copy and one hard copy, the bidder must also include a duplicate original of the Quest Lite compatible electronic copy on a **read-only** CD-R media disk as the "public copy."*

### **Contractors Registration**

The bidder must have and maintain a valid certificate of registration issued by the Contractors' Registration Board throughout the term of the contract awarded pursuant to this solicitation and ensure that its subcontractors, unless exempt from registration, also obtain and maintain valid certificates of registration.

### **Subcontractors**

The bidder must demonstrate that it is able to perform a substantial portion of the work using its own workforce. Any bidder that does not maintain a permanent workforce and/or proposes to perform a disproportionate amount of the work through one or more subcontractors will be considered unqualified. The successful bidder must establish to the satisfaction of the State Purchasing Agent the reliability and responsibility of any subcontractors proposed to perform any work pursuant to this solicitation.

### **Taxes**

The State of Rhode Island is exempt from federal excise taxes and state and municipal sales and use taxes. The bidder shall not include such taxes in any prices in the bid proposal.

### **Bid Surety**

Bidders must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the State of Rhode Island in the amount of five (5%) percent of the bid proposal. (*Bidders for Rhode Island Department of Transportation highway and bridge projects must furnish, with their bid proposals, a bid bond from a surety licensed to conduct business in the State of Rhode Island. Certified checks are not permitted for these projects.*) An attorney-in-fact who executes a bond on behalf of the surety must provide a certified current copy of the power of attorney. A successful bidder who fails to submit the additional documentation required by the tentative letter of award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may forfeit, at the discretion of the State Purchasing Agent, the full amount of the bid surety as liquidated damages. The State will retain the bid surety of all bidders until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61<sup>st</sup> day following the bid proposal submission deadline; or (iii) the rejection of all bid proposals.

### **Divestiture of Investments in Iran Requirement**

No bidder engaged in investment activities in Iran as described in R.I. Gen. Laws § 37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each bidder submitting a bid proposal or entering into a renewal of a contract is required to certify that the bidder does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws § 37-2.5-3.



### **Domestic Steel**

Any steel products required by the plans and specifications in this solicitation must be formed, extruded, forged, cast, fabricated, or otherwise processed from steel made in the United States.

### **Withdrawal**

A bidder may withdraw its bid proposal at any time prior to the bid proposal submission deadline. Bid proposals are irrevocable for a period of 60 days following the bid proposal submission deadline.

### **Reservation of Rights**

The Division of Purchases reserves the right, at any time, for any reason, in its sole discretion, to: (i) revoke, suspend, or terminate this solicitation; (ii) accept or reject any and all bid proposals, in whole or in part; (iii) waive any technical defects, irregularities, or omissions in any bid proposals; and/or (iv) terminate any contract awarded pursuant to this solicitation, with or without cause.

### **Award**

The State Purchasing Agent, in his or her sole discretion, will award the contract pursuant to this solicitation to the responsive and responsible bidder who submits the lowest responsive and responsible bid proposal. The State Purchasing Agent may determine, in his or her sole discretion, the low bid proposal on the basis of the amount of the Base Bid Price plus the alternates selected in accordance with the Bid Form. The successful bidder will receive a tentative letter of award from the Division of Purchases with instructions for the bidder to submit further documentation. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order by the Division of Purchases and, in addition, an authorization from the user agency. The issuance of the Purchase Order and the continuation of any contract awarded pursuant to this solicitation is contingent upon the availability of funds.

### **Payment and Performance Bonds**

The successful bidder must furnish a 100% payment and performance bond from a surety licensed to conduct business in the State of Rhode Island upon the tentative award of the contract pursuant to this solicitation.

## **Prevailing Wages**

### ***For contracts priced under \$1 Million***

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, and submit certified weekly payroll forms on a monthly basis to the user agency. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at [www.dlt.ri.gov](http://www.dlt.ri.gov), must be posted at the project site.

### ***For contracts priced \$1 Million or More***

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, submit certified weekly payroll forms on a monthly basis to the user agency, and maintain a certified prevailing wage daily log at the project site. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at [www.dlt.ri.gov](http://www.dlt.ri.gov), must be posted at the project site.

## **Apprenticeship**

if the value of the project pursuant to this solicitation is at least \$1 Million (including all alternates), the successful bidder must employ apprentices on this project (in accordance with the apprentice to journeyperson ratio for each trade approved by the State Apprenticeship Council. The bidder must complete, sign, and submit the General Contractor Apprenticeship Certification Form, included in the solicitation, with the bid proposal.

The successful bidder will also be required to complete, sign, and submit the General Contractor Apprenticeship Re-Certification and Certification Form following receipt of the tentative letter of award, and, in addition, each subcontractor must complete, sign, and submit to the successful bidder the Subcontractor Apprenticeship Certification Form prior to the commencement of any work on the project pursuant to this solicitation.

Specific information about apprentice occupations and apprenticeship requirements is available on the Rhode Island Department of Labor and Training website at [www.dlt.ri.gov/apprenticeship](http://www.dlt.ri.gov/apprenticeship).

### **Occupational Safety**

The successful bidder must ensure (if the total contract price is at least \$100,000) that all employees at the project site possess a card issued by the United States Department of Labor certifying successful completion of an OSHA ten (10) hour construction safety program.

### **Hazardous Substances**

The successful bidder must submit a chemical identification list to the Rhode Island Department of Labor and Training upon receipt of a Purchase Order from the Division of Purchases prior to performance of the contract awarded pursuant to this solicitation and make available to all employees a list of any hazardous substances that may present a risk of exposure.

### **Substitutions**

Any proposal in response to a request for substitutions in this solicitation must include the detailed information necessary for a comprehensive evaluation, including (without limitation) the name of the material or equipment of the proposed substitution and a complete description of the proposed substitution, with drawings and performance and test data. Products specified in this solicitation establish a standard of quality, performance, dimension, function, and appearance. Proposed substitutions must meet the standard and will not be considered without the prior written approval of the Division of Purchases. All substitution approvals will be posted, as addenda to the solicitation on the Division of Purchases website.

### **Licenses**

The successful bidder and anyone performing any work on the contract awarded pursuant to this solicitation must possess all of the licenses required by any federal, state, or local law to perform such work.

## **Insurance**

The successful bidder must submit a copy of an endorsement and a certificate of insurance that references the solicitation number and names the State of Rhode Island as "certificate holder" and as "additional insured" upon the issuance of the tentative letter of award, on an annual basis during the term of the contract awarded pursuant to this solicitation, and from time to time upon request. The certificate of insurance must state that 30 days' advance notice of cancellation, nonrenewal, or material change in coverage (referencing the solicitation number) will be sent to: Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, Providence, Rhode Island 02908-5855, fax # 401-574-8387, and provide evidence of the following specific types and amounts of insurance:

<b><u>Type of Insurance</u></b>	<b><u>Amount of Coverage</u></b>
Comprehensive General Liability	\$1 Million each occurrence (inclusive of both bodily injury and property damage)_  \$1 Million products and completed operations aggregate  \$1 Million general aggregate

*Comprehensive General Liability coverage shall include:*

Independent contractors  
Contractual (including construction "hold harmless" and other types of contracts or agreements in effect for insured operations)  
Completed operations  
Personal injury (with employee exclusion deleted)

### **Automobile Liability**

Combined Single Limit	\$1 Million each occurrence
Bodily injury, property damage, including nonowned and/or hired vehicles and equipment	

### **Workers Compensation**

Coverage B	\$100,000
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Environmental Impairment ("pollution control")	\$1 Million or 5% of contract amount, whichever is greater
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Builder's Risk	Contract amount
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All insurance required by this solicitation, whether through a policy or an endorsement, shall include: (i) a waiver of subrogation, waiving any right the insurance company may have to recover against the State of Rhode Island; and (ii) a provision that the bidder's insurance coverage shall be primary in relation to any insurance, self-insurance, or self-retention maintained by the State of Rhode Island, and any insurance, self-insurance, or self-retention maintained by the State of Rhode Island shall be in excess of the bidder's insurance.

*The State Purchasing Agent reserves the right to accept alternate forms and plans of insurance and/or to require additional or more extensive coverage.*

### **Minority Business Enterprises**

The Division of Purchases reserves the right to give additional consideration to bid proposals submitted by minority/women business enterprises certified by the Division of Purchases, Minority Business Office ("MBEs") provided that any such bid proposal is fully responsive to the terms and conditions of this solicitation, and the bid price is determined, in the discretion of the Division of Purchases, to be within a competitive range.

Any bidder who does not intend to perform all of the work with its own forces shall recruit and engage MBEs to perform at least 10% of the dollar value of the contract awarded pursuant to this solicitation. To reach that goal, the bidder may allocate up to 60% of its costs for materials and supplies obtained from MBE dealers or 100% of its costs for materials and supplies obtained from MBE manufacturers.

The successful bidder must submit a plan to meet this requirement for approval by the Division of Purchases, Minority Business Enterprise Compliance Office within the 21-day period following the tentative letter of award, identifying all MBEs, and must also demonstrate its good faith best efforts to meet these MBE goals. Information about this requirement and a directory of MBEs certified in Rhode Island is available at [www.mbe.ri.gov](http://www.mbe.ri.gov) or (401) 574-8670.

### **Equal Opportunity**

The successful bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the Rhode Island Department of Administration State Equal Opportunity Office within the 21-day period following the tentative letter of award. Information about this requirement is available at [www.diversity.ri.gov/eo/eoophagehome.htm](http://www.diversity.ri.gov/eo/eoophagehome.htm) or (401) 222-3090.

### **Drug-Free Workplace**

The successful bidder shall comply, and require that its employees comply, with the State of Rhode Island Drug Free Workplace policy and provide a certificate of compliance within the 21-day period following the tentative letter of award.

### **Sprinkler Impairment**

The successful bidder must comply with the requirements of the State of Rhode Island's insurance carrier for sprinkler impairment and hot work, accessible at the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

### **Foreign Corporations**

No foreign corporation or limited liability company may transact business in the State of Rhode Island until it shall have obtained a Certificate of Authority from the Rhode Island Secretary of State, and no foreign limited partnership may transact business in the State of Rhode Island until it shall have obtained a Certificate of Registration from the Rhode Island Secretary of State. The successful bidder, if a corporation or limited liability company, will be required to provide a Good Standing Certificate, and if a limited partnership, will be required to provide a Letter of Legal Existence, issued by the Rhode Island Secretary of State within the 21-day period following the tentative letter of award.

### **Campaign Finance**

The successful bidder who has contributed, within the 24 months preceding the contract award, an aggregate amount of more than \$250.00 within a calendar year to any Rhode Island general officer, candidate for general office, any member of the general assembly, or any Rhode Island political party, must file a "Vendor Affidavit" with the State of Rhode Island Board of Elections. Information about "Vendor Affidavits" and electronic filing is available at [www.elections.ri.gov](http://www.elections.ri.gov) or Board of Elections, Campaign Finance, (401) 222-2056.

### **Binding Contract**

The form of agreement the successful bidder will be required to execute is included in the solicitation. A binding contract between the State of Rhode Island and the successful bidder will be formed by the issuance of a Purchase Order from the Division of Purchases, *and only by the issuance of a Purchase Order, and only to the extent of available funds*. The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the General Conditions, any Supplemental Conditions, the Plans and Specifications, the Bid Preparation Checklist, the Bid Form, the Bidder Certification Cover Form, the Agreement, and also the Purchase Order. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the user agency.

### **Compliance with Terms of Contract**

Failure of the successful bidder to comply with the terms and conditions of any contract awarded pursuant to this solicitation may result in nonpayment, suspension or termination of the contract, suspension or debarment of the bidder, or any other necessary or appropriate remedy.

Dated: 6/27/2011

## CERTIFICATION FOR TITLE VI ASSURANCE

I, Peter Donatelli, President a duly authorized representative of  
(Name) (Title)  
New England Building & Bridge Co., Inc. do hereby certify that the organization affirmatively agrees to the provisions  
(Company)

set forth below:

### 1. The Certificate.

For all contracts subject to Title VI of the Civil Rights Act of 1964, 42 U.S.C. part 2000d - 2000d4 (the Act) and 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (the Regulations), prospective bidders shall be required to complete a Certification affirming compliance with the Act and the Regulations.

### 2. Certification.

By submission of a Proposal, each bidder and each person signing a Proposal subject to the Act and the Regulations certifies that the bidder shall affirmatively agree as follows:

#### (a) Compliance with Regulations:

The bidder shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department, 49 C.F.R. Part 21, as they may be amended from time to time.

#### (b) Nondiscrimination:

The bidder shall not discriminate on the grounds of race, color, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The bidder shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

#### (c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the bidder for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the bidder of its obligations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, or disability.

#### (d) Information and Reports:

The bidder shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the bidder is in the exclusive possession of another who fails or refuses to furnish this information, the bidder shall so certify to the Department, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

#### (e) Sanctions for Noncompliance:

In the event of the bidder's noncompliance with the nondiscrimination provisions, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (1) withholding of payments under the Contract until the bidder complies, and/or
- (2) cancellation, termination or suspension of the Contract, in whole or in part.

#### (f) Incorporation of Provisions:

The bidder shall include the provisions of paragraphs (a) through (l) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The bidder shall take such action with respect to any subcontract or procurement as the Department or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the bidder becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the bidder may request the Department to enter into such litigation to protect the interests of the Department and, in addition, the bidder may request the United States to enter into such litigation to protect the interests of the United States.



49 CFR Part 29 - Appendix A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS**


**Instructions For Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

  
\_\_\_\_\_  
Signature/Authorized Certifying Official

Peter Donatelli, President

\_\_\_\_\_  
Typed Name and Title

New England Building & Bridge Co., Inc.

\_\_\_\_\_  
Applicant/Organization

November 13, 2015

\_\_\_\_\_  
Date Signed

**49 CFR Part 29 - Appendix B**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

**Instructions For Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



\_\_\_\_\_  
Signature/Authorized Certifying Official

Peter Donatelli, President

\_\_\_\_\_  
Typed Name and Title

New England Building & Bridge Co., Inc.

\_\_\_\_\_  
Applicant/Organization

November 13, 2015

\_\_\_\_\_  
Date Signed

Revised: 4/12/2002

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT  
[Unsworn Declaration]**

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Director of Public Roads of the contract for this work, that there be filed an unsworn declaration executed by, on behalf of, the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This unsworn statement shall be in the form of a declaration executed under penalty of perjury under the laws of the United States.

To the: **STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF TRANSPORTATION, DIVISION OF PUBLIC WORKS**

State of RI

County of Providence

I, Peter Donatelli, President, under penalty under the laws of the United States, do depose and say:

New England Building & Bridge Co., Inc. of Greenville, RI that said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Rhode Island Contract Number , Federal-Aid Project Number , County of , Town-City , Road-Bridge .

State of Rhode Island  
PAYER'S REQUEST FOR TAXPAYER  
IDENTIFICATION NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

**Taxpayer Identification Number (T.I.N.)**

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

**Social Security No. (SSN)**

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**Employer ID No. (EIN)**

80	0792540
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**NAME** New England Building & Bridge Co., Inc.**ADDRESS** 19-B Lark Industrial Parkway**(REMITTANCE ADDRESS, IF DIFFERENT)** \_\_\_\_\_**CITY, STATE AND ZIP CODE** Greenville, RI 02828**CERTIFICATION:** Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions** – You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

**PLEASE SIGN HERE****SIGNATURE** \_\_\_\_\_**TITLE** President**DATE** 11/12/15**TEL NO.** 401-830-5774**BUSINESS DESIGNATION:**

Please Check One: Individual ☐ Medical Services Corporation ☐ Government/Nonprofit Corporation ☐  
Partnership ☐ Corporation ☒ Trust/Estate ☐ Legal Services Corporation ☐

**NAME:** Be sure to enter your full and correct name as listed in the IRS file for you or your business.**ADDRESS, CITY, STATE AND ZIP CODE:** Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location – attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location – submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

**CERTIFICATION** – Sign the certification, enter your title, date, and your telephone number (including area code and extension).**BUSINESS TYPE CHECK-OFF** – Check the appropriate box for the type of business ownership.**Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908**



**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>New England Building &amp; Bridge Co, Inc.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) <b>19-B Lark Industrial Parkway</b> City, state, and ZIP code <b>Greenville, RI 02828</b> List account number(s) here (optional)	
Requester's name and address (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		

Employer identification number								
8	0	-	0	7	9	2	5	4
								0

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ 	Date ▶ 11/13/2015
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

# AIA® Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)  
New England Building & Bridge Co, Inc.  
19-B Lark Industrial Parkway  
Greenville, RI 02828

### SURETY:

(Name, legal status and principal place of business)  
United States Fire Insurance Company  
160 Water St. 15th Fl.  
NY, NY 10005

### OWNER:

(Name, legal status and address)  
State of Rhode Island and Providence Plantations Department of Transportation.  
1 Capitol Hill  
Providence, RI 02908

**BOND AMOUNT:** 5% Five Percent of Amount Bid.

### PROJECT:

(Name, location or address, and Project number, if any)  
2015-ch-092 Type 2 Emergency Repairs to Rout 7 Slope Stability Burrville.  
Rubbelized wall section replacement of roadway.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.


Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of November, 2015

  
(Witness)

  
(Witness)

New England Building & Bridge Co, Inc.  
(Principal)

(Title)

United States Fire Insurance Company

(Surety)

(Title) Joseph Tantillo Attorney-In-Fact

Init.

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061110

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

5274

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Joseph Tantillo, Chris Catera*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2016.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 5th day of August, 2015.



State of New Jersey )  
County of Morris )

UNITED STATES FIRE INSURANCE COMPANY

*A.R.S.*

Anthony R. Slimowicz, Senior Vice President

On this 5th day of August, 2015 before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



SONIA SCALA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala

*Sonia Scala*

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 7<sup>th</sup> day of November, 2015



*Al Wright*  
Al Wright, Senior Vice President

UNITED STATES FIRE INSURANCE COMPANY  
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2014

<u>ASSETS</u>	
Bonds (Amortized Value) . . . . .	1,510,698,563
Preferred Stocks (Market Value) . . . . .	14,866,169
Common Stocks (Market Value) . . . . .	633,743,615
Cash, Cash Equivalents, and Short Term Investments . . . . .	430,705,191
Derivatives . . . . .	59,963,832
Other Invested Assets . . . . .	219,220,330
Investment Income Due and Accrued . . . . .	17,299,717
Premiums and Considerations . . . . .	161,887,857
Amounts Recoverable from Reinsurers . . . . .	13,551,502
Funds Held by or Deposited with Reinsured Companies . . . . .	17,178,544
Net Deferred Tax Asset . . . . .	116,430,557
Electronic Data Processing Equipment . . . . .	1,186,640
Receivables from Parent, Subsidiaries and Affiliates . . . . .	10,001,301
Other Assets . . . . .	41,900,473
<b>TOTAL ASSETS . . . . .</b>	<b>3,248,634,293</b>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported losses Net of Reinsurance Ceded and Incurred But Not Reported Losses) . . . . .	1,364,626,440
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses . . . . .	53,181,846
Loss Adjustment Expenses . . . . .	410,990,554
Commissions Payable, Contingent Commissions and Other Similar Charges . . . . .	4,848,486
Other Expenses (Excluding Taxes, Licenses and Fees) . . . . .	48,734,962
Taxes, Licenses and Fees (Excluding Federal Income Taxes) . . . . .	12,336,355
Current Federal and Foreign Income Taxes . . . . .	65,260
Unearned Premiums . . . . .	368,376,689
Advance Premium . . . . .	5,512,376
Ceded Reinsurance Premiums Payable . . . . .	15,367,532
Funds Held by Company under Reinsurance Treaties . . . . .	254,188,906
Amounts Withheld by Company for Account of Others . . . . .	37,589,573
Provision for Reinsurance . . . . .	1,092,319
Payable to Parent, Subsidiaries and Affiliates . . . . .	1,530,079
Other Liabilities . . . . .	(228,423,038)
<b>TOTAL LIABILITIES . . . . .</b>	<b>2,350,018,339</b>
Common Capital Stock . . . . .	8,007,567
Gross Paid In and Contributed Surplus . . . . .	676,492,567
Unassigned Funds (Surplus) . . . . .	65,110,559
Retroactive Reinsurance Cessions . . . . .	149,005,261
Surplus as Regards Policyholders . . . . .	898,615,954
<b>TOTAL LIABILITIES, SURPLUS &amp; OTHER FUNDS . . . . .</b>	<b>3,248,634,293</b>

I, Patrick Rossi Jr., Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2014, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 11th day of August, 2015.  
UNITED STATES FIRE INSURANCE COMPANY

Individual  
Acknowledgement

State of \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came

\_\_\_\_\_ to be known,  
and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires \_\_\_\_\_

Notary Public

Firm  
Acknowledgement

State of \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came

\_\_\_\_\_ to be known to me

to be a member of the firm of \_\_\_\_\_  
described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires \_\_\_\_\_

Notary Public

Corporation  
Acknowledgement

State of \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came

\_\_\_\_\_ to be known to me

who being by me duly sworn, did depose and say that he is the \_\_\_\_\_

of \_\_\_\_\_  
the corporation described in and which executed the above instrument that he knows the seal of said corporation; the the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires \_\_\_\_\_

Notary Public

Surety  
Acknowledgement

State of New York } ss.  
County of Suffolk }

On this 9th day of November, 20 15, before me personally came

Joseph Tantillo

to be known, who, being by me duly sworn, did depose and say that

he is attorney-in-fact of United States Fire Insurance Company  
the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

**Christopher P Catara**  
**Notary Public, State of New York**  
**No. 01CA6176842, Suffolk County**  
**Commission Expires, Nov 5, 2017**

My commission expires \_\_\_\_\_

Notary Public